

Hiawatha

Teamsters #238 (Police)

7/1/2004 6/30/2007

Agreement

Between

**City Of Hiawatha
Police Department**

And

**Chauffeurs, Teamsters and Helpers
Local Union 238, affiliated with the
International Brotherhood of
Teamsters**

From July 1, 2004 to June 30, 2007

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AGREEMENT

This Agreement made and entered into by and between the City of Hiawatha, Iowa, hereinafter referred to as the "Employer" and Chauffeurs, Teamsters and Helpers Local 238, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

ARTICLE 1 PURPOSE

Section 1.1

The purpose of the City of Hiawatha and the Union in entering into this Agreement is to set proper standards of wages, hours, working conditions and other conditions of employment so as to promote the efficiency of law enforcement; the moral and security of employees covered by this Agreement; and harmonious relations.

ARTICLE 2 RECOGNITION

Section 2.1

Employees covered under this Agreement include all regular full-time Police Officers and excludes all elected officials, Chief of Police, Assistant Chief of Police, Sergeant, Temporary Police Officers, Probationary Police Officers and all other City employees.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provisions, statute, ordinance, charter, special act or common law, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

- (a) The right to discipline.
- (b) The right to enforce and require employees to observe rules and regulations set forth by the Employer.
- (c) The right to set working hours.
- (d) The right to determine police department procedures and working rules.
- (e) All other rights specifically mentioned at Chapter 20.7, Code of Iowa.

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 3.2

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation; the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 4.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it or any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

ARTICLE 5 UNION REPRESENTATIVES

Section 5.1

Authorized representatives of the Union upon notice given the Chief of Police may visit the Police Station and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he must first notify the shift supervisor.

ARTICLE 6 SALARIES AND WAGES

Section 6.1

Following is the salary schedule for fiscal year July 1, 2004 through June 30, 2007:

	Effective 7/1/2004	Effective 1/1/2005	Effective 7/1/2005	Effective 1/1/2006	Effective 7/1/2006	Effective 1/1/2007
Entry	\$15.22	\$15.52	\$15.82	\$16.12	\$16.42	\$16.72
1 Year Patrol	\$15.84	\$16.14	\$16.44	\$16.74	\$17.04	\$17.34
2 Year Patrol	\$16.58	\$16.88	\$17.18	\$17.48	\$17.78	\$18.13
3 Year Patrol	\$17.82	\$18.22	\$18.57	\$18.97	\$19.32	\$19.72
4 Year Patrol	\$19.52	\$20.17	\$20.62	\$21.12	\$21.57	\$22.02

Longevity Pay:

Longevity pay will be paid in a lump sum, on the first regular pay period following the employee's employment anniversary date, in the following amounts:

Longevity	Amount
After completion of 5 years of service	\$250
After completion of 10 years of service	\$500
After completion of 15 years of service	\$750
After completion of 20 years of service	\$1000

ARTICLE 7 COURT LEAVE

Section 7.1

Employees may be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.

Section 7.2

No employee is to take court leave unless subpoenaed or ordered by a commanding officer in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Department of Transportation.

Section 7.3

An employee required to appear for any of the above on their off-duty hours will be paid for all hours spent with a minimum of two (2) hours overtime at the rate of time and one-half (1 1/2), which amount will be paid if the employee has to appear on one (1) or more cases on a specific date. However, if the employee must appear on off-duty hours on one (1) case in the morning and return for another in the afternoon, the employee will be paid an additional two (2) hours overtime at the rate of time and one-half (1 1/2) for the second case.

Section 7.4

An employee appearing on off-duty hours for the purpose of taking the employee's deposition or for a pre-trial conference will be paid for the time so spent, with a minimum pay of two (2) hours overtime at the rate of time and one-half (1 1/2).

Section 7.5

An employee scheduled to appear in court two (2) hours or less before normally scheduled duty hours shall be paid overtime with a minimum of one (1) hour for the time that lapses between the employee's scheduled appearance in court or attorney's office and the beginning of the employee's normally scheduled duty hours.

Section 7.6

Each employee appearing in court or appearing in an attorney's office for the purpose of a deposition or pre-trial conference, must have a standard overtime form signed by a member of the court or the attorney requiring the employee's appearance or other verification stating that the employee did appear for trial or for a deposition or pre-trial conference. The employee must also turn in any subpoena secured with the overtime authorization. Overtime is to be approved by the department head.

Section 7.7

Appearances for all prior subsections of this section shall include preliminary hearings, evidence hearings, grand jury hearings and trials of criminal cases only. The time for which overtime compensation has been paid shall not be counted as hours worked for the purpose of determining further overtime under law.

Section 7.8

No pay by the City shall be made to an employee involved in a civil case unless written approval is received from the department head in advance including any case involving City business.

Section 7.9

An employee subpoenaed to testify in a case is expected to report for duty promptly after completing testimony if time remains on his shift. If the case is to be heard more than fifty (50) miles outside the limits of the City of Hiawatha, the employee, if not scheduled on the day shift that day, will have his shift changed; and if not scheduled that day, will be scheduled on the day shift and be scheduled off on another day. Instructions as to expenses and travel to be used for the trip will be given to the employee in each instance.

Section 7.10

An employee required to appear in court at a starting time requiring him to be released from active duty in order to appear on time, and who is held over in court beyond his normal tour of duty, shall be paid for the time required to be spent in court. Such pay will be at his regular rate of pay for the time to the end of his normal tour of duty and one and one-half (1 1/2) times his regular rate of pay for time spent thereafter.

Section 7.11

If a deposition, pre-trial conference or court appearance scheduled during off-duty hours is subsequently canceled without twelve (12) hours advance notice of the cancellation, the employee shall be paid two (2) hours pay at rate of time and one-half (1 1/2) overtime rates. The officer shall call in at least twelve (12) hours in advance to confirm whether or not his attendance remains required.

Section 7.12

Officers who are required to testify in a Department of Transportation phone hearing shall be allowed to take part in the hearing at their residence. The officer will be paid a minimum of one (1) hour overtime for the hearing. If additional phone hearings take place, other than Department of Transportation hearings, the procedure to be utilized in those instances will be left to the sole discretion of the police chief.

**ARTICLE 8
STANDARD WORK WEEK**

Section 8.1

Effective June 1, 1998, and thereafter the standard work week starts on Monday at 0001 and ends Sunday at 2400. Work shifts that commence prior to 2400 Sunday and continue through 0001 Monday shall be as hours worked in the work week in which the shift began. Within that period the standard work week consists of forty (40) hours worked in no less than five (5) eight (8) hour days or forty (40) hours worked in no less than four (4) ten (10) hour days.

Section 8.2

Employees may request shift assignments by June 15 of each year for shift changes to be effective July 1st.

The Chief may stipulate shift hours for Sergeant duty and for special duty assignments such as public information officer and crime prevention. Deployment of officers is subject to final approval of the Chief; however the employer recognizes the responsibility of employees to schedule time for family and community activities. Scheduling remains in the discretion of the Chief of Police. Modified schedules may be established at the discretion of the Chief of Police. Where possible, consecutive days off will be scheduled. The monthly duty schedule will be posted a minimum of seven (7) days in advance, provided the Police Chief has been given two weeks' notice of requested time off prior to the posting date. Once posted, no changes in the monthly duty schedule will be allowed.

**ARTICLE 9
OVERTIME**

Section 9.1

Overtime consists of scheduled or emergency work performed in excess of the normal work period provided the normal work period is a minimum of eight (8) hours in a given day and forty (40) hours in a given week. Employees called in after regular work hours shall be paid a minimum of one (1) hour overtime provided the normal work period requirements have been met. If normal work period requirements have not been met for that pay period in which an employee is called in, the employee shall then be paid a minimum of one (1) hour at the regular rate.

Section 9.2

All paid leave will be used in the computation of overtime.

Section 9.3

Accrual of compensatory time off hours shall not exceed eighty (80) hours cumulative; compensatory time off hours must be scheduled during the same fiscal year as the overtime period worked; the employee waives his right to compensatory time off upon notice of termination by either the employee or the City. Earned compensatory time off not utilized will be compensated by wages at the rate of time and one-half (1½). Compensatory time may not be accrued over eighty (80) hours at one time.

**ARTICLE 10
HOLIDAYS**

Section 10.1

Listed below are the paid employee holidays:

Independence Day

Labor Day

Thanksgiving (2 days)

Christmas and Christmas Eve

New Years and New Years Eve

President's Day

Good Friday

Memorial Day

Two (2) personal days

scheduled with supervisor

Section 10.2

Hours actually worked on a holiday will be paid at one and one-half (1½) times the employee's regular rate of pay in addition to the holiday pay at regular rate of pay.

**ARTICLE 11
CLOTHING ALLOWANCE**

Section 11.1

SEE APPENDIX A – CLOTHING ALLOWANCE

Section 11.2

The City shall provide all of the following items to all officers. Where listed the number or quantity of an item that an officer may be issued, the number or quantity shall represent the said item in good working condition. In addition items such as shirts, pants, belts, and body armor shall be issued to officers in the appropriate size. If items issued to officers for any reason should become too small a size or too large a size as to render the item reasonably un-wearable by the officer, the City shall provide said item in the appropriate size. It will be the responsibility of the officer to ensure issued equipment is maintained with a high level of care, as well will it be the officers responsibility to report equipment that is no longer in good working condition to the Chief of Police.

Section 11.3

Starting July 1, 2004 officers may, in their discretion, check out department ammunition for target practice. Each officer is eligible to checkout 150 rounds of .45 caliber and 15 rounds of 12 gauge buckshot and/or slugs. If the officer is qualified and approved, he or she may check out 150 rounds of .223 rifle rounds or other approved caliber. The officer must return the empty casings in order to receive the next allotment of ammunition.

The ammunition allotment schedule is as follows:

July 1 to September 30

October 1 to December 31

January 1 to March 31

April 1 to June 30

**ARTICLE 12
GROUP HEALTH AND LIFE INSURANCE**

Section 12.1

The City will continue to offer its employees single or dependent health insurance coverage at a level that is mutually agreeable to both parties. The City will provide each employee with a copy of the plan[s] offered.

If the City implements an employee contribution to the health plan the Employees covered by this agreement will contribute to the plan through a payroll deduction for their choice of coverage for single or dependant coverage.

Section 12.2

City employment policy 5.8 as amended by Resolution 97-219 is appended hereto and made a part of this agreement by reference.

Section 12.3

The City shall provide ten thousand dollars (\$10,000) life insurance for full time employees; coverage to be on or off the job, with an additional ten thousand dollars (\$10,000) for accidental death of an employee.

The City shall provide Group Life Insurance with Accidental Death and Dismemberment in the amount of no less than ten thousand dollars (\$10,000) for full time employees and while on duty for the City. Employees may obtain extended coverage through the City by paying the cost of the added coverage at the rates negotiated by the City. The City shall provide workers compensation insurance coverage for members of the volunteer police department.

Section 12.4

The City will provide at no cost to the employees a disability program for illness or accident away from work with a maximum payment to the employee of \$100 and a long-term disability program for illness or accident away from work with a payment of 60% of monthly earnings, reduced by deductible income, and a \$3,000 maximum monthly benefit.

An employee's contribution to the disability program will be computed according to the same method utilized for calculating contributions to health insurance. An employee shall have the option of waiving this coverage.

**ARTICLE 13
SICK LEAVE**

Section 13.1

Accrual. Employees shall be entitled to sick leave of eight (8) hours for each one hundred sixty (160) standard hours worked with an accrual limit of ninety-six (96) hours per annum and an aggregate limit of nine hundred sixty (960) hours.

Section 13.2

Eligibility. All employees covered by this agreement are eligible for sick leave. Accrual shall be calculated from the hire date but shall be awarded on the basis of four (4) hours for each eighty (80) hours worked after the first one hundred sixty (160) standard hours worked.

Section 13.3

Compensation. An employee eligible for sick leave with pay may use such sick leave, upon approval, for absence due to illness or injury. An employee requesting sick leave shall inform the City Office or Supervisor of the fact and the reason therefore, no less than one (1) hour before starting office hours, or at the time of illness if on duty. Failure to do so may be cause for denial of pay for the period of absence. A doctor's certificate may be required before approving sick leave with pay. Before payment is made for leave periods of five (5) days or more in succession, medical certification shall be required. Sick leave may be used for absence due to physical examinations or medical treatment, but only in units of full hours (one hour or more).

Five (5) days each fiscal year of an employee's accrued sick leave hours may be used due to illness or injury to members of the employee's immediate family which requires the employee's presence.

Any sick leave accumulated by an employee over 720 hours and less than 960 hours will be paid at the employee's current rate of pay to the employee upon his retirement or termination.

ARTICLE 14 VACATIONS

Section 14.1

Vacation Accrual Schedule (shall be based on a 40 hour work week).

Entry 6 2/3 hours per month.

3 year patrol 10 hours per month.

10 year patrol 13 1/3 hours per month.

18 year patrol 16 2/3 hours per month.

No accrued vacation may be taken until an employee has completed 6 months of employment. No vacation may be taken until it has actually accrued.

Section 14.2

Vacation must be used by July 1st of each year. Vacation may be carried past July 1st only with the written consent of the Police Chief. The maximum amount to be carried cannot exceed 80 hours.

Section 14.3

Preference will be given to seniority when employees request vacation leave by July 15 of each year. Seniority means the length of the employee's continuous service since their last date of hire.

Vacation requests after July 15 of each year will be awarded on a first come first serve basis. Vacation leave schedules will be approved by the Chief.

ARTICLE 15 FUNERAL LEAVE

Section 15.1

In the event of a death in the immediate family of an employee, the employee shall be granted a leave of absence. Such leave shall consist of three (3) working days for the arranging and attendance of the funeral, with pay for those days the employee would have been otherwise schedule to work. Immediate family of the employee will consist of the employee's spouse, children or stepchildren, son/daughter-in-law, mother or father, stepmother/father, sister or brother, grandparents, grand children, father/mother-in-law. Leave of one (1) day shall be granted in the event of the death of an employee's aunt, uncle, niece or nephew, brother-in-law or sister-in-law.

Section 15.2

A regular employee may be allowed time off with pay to attend the funeral of a fellow worker who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

ARTICLE 16 MILITARY LEAVE

Section 16.1

Military leave, with pay, shall be granted as is required by state or federal law.

ARTICLE 17 TRAINING AND EDUCATION

Section 17.1

Training requirements and programs shall be established by the Chief of Police. Training during regular hours shall be paid for as any other work assignment. When mandatory training must be taken outside of the employee's normal working hours, the employee shall be granted compensatory time off with pay at the rate of one and one-half (1½) times his basic hourly rate for any hours worked over forty (40) hours during the work week. The City shall, as required, pay for or provide transportation, subsistence and tuition for training purposes.

Section 17.2

Employees may apply for educational reimbursement for taking educational courses which the City determines are job related and will improve the employee's performance. The City will pay the full cost for tuition fees and text material of approved courses.

The Procedure for this educational benefit is:

1. Successful completion of the course which is defined as receiving a grade equivalent of "C" or higher.
2. Agreement to repay the full cost of the City upon resignation within three (3) years after completion of the course(s).
3. Employees who are laid off shall not be required to repay tuition reimbursement within three (3) years.

ARTICLE 18 FALSE ARREST LAWSUITS

Section 18.1

The City shall defend, save harmless and indemnify employees as required by Chapter 316A of the Code of Iowa unless outside the scope of his or her duties as determined by City.

ARTICLE 19 USE AND MAINTENANCE OF CITY OWNED EQUIPMENT

Section 19.1

City owned vehicles and equipment will be maintained at a level which will insure reasonable safety and reliability. Rules with respect to the care and maintenance of equipment by employees and the City may be promulgated by the City, in its sole discretion.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 20.1

Within seven (7) days of the acceptance of this contract by both parties, a joint labor relations and grievance committee (Committee) shall be established which shall consist of two members selected by the City and two members from the Hiawatha Police Department. This Committee shall hold meetings as called and shall be empowered in good faith to interpret this contract and consider any grievance, and adjust any actual grievance arising hereunder. The meetings shall be held at 3:00 p.m., (after first shift working hours).

A grievance, defined as a disagreement on the part of the Union or any employee in regard to the interpretation and application of the specific terms of this Agreement, arising under this contract will be administered without prejudice by either party in the following manner:

- Step 1. The aggrieved employee, by himself or with the steward, will discuss the grievance with the supervisor. Any complaint or grievance not taken up with the supervisor within forty-eight (48) hours (holidays and Sundays excluded) after the basis for the grievance is known to the employee shall be considered waived and no further consideration of the grievance may be given.
- Step 2. If the grievance is not resolved within twenty-four (24) hours after notifying the supervisor, a written grievance must be filed with the Police Chief, with a copy to the City Administrator and Mayor within five (5) work days from the date the immediate supervisor is notified. If the grievance is not satisfactorily adjusted within three (3) working days;
- Step 3. The aggrieved party shall notify the Police Chief, City Administrator and Mayor in writing, that the grievance is to be presented to the Joint Labor Relations and Grievance Committee. The Committee shall meet within seven (7) days and attempt to adjust the grievance.
- Step 4. If the Committee is unable to resolve the grievance within a reasonable period of time, the grievance may be referred to arbitration at the request of either party.

An Arbitrator shall be agreed upon between the parties or selected from the list of arbitrators provided by the Federal Mediation and Conciliation Service. The names of arbitrators shall be stricken until only one remains.

The scope and authority of the arbitrator is limited solely to the interpretation of this contract, and any decision made by the arbitrators shall not have the effect of adding to, subtracting from, nor modifying in any degrees, any provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties, and the fees and expenses, if any, of the arbitrator shall be borne equally by the parties to this Agreement.

ARTICLE 21 PAY PERIODS

Section 21.1

Employees will be paid every other Friday.

ARTICLE 22 UNION DUES

Section 22.1

The Employer agrees to deduct from the pay of all employee members of the Union, dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to the Union all such deductions once a month provided written notification is received stating, at a minimum, the amount, reason, and starting date of deduction and containing an original signature of the employee.

ARTICLE 23 SAVINGS CLAUSE

Section 23.1

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect

ARTICLE 24 BIDDING

Section 24.1

Officers will be allowed to bid shifts once per year by seniority.

Section 24.2

Employees bid shifts each year, before June 15, for shift changes to be effective July 1. Chief may stipulate shift hours for special assignments such as Sgt., p.i. officer, and crime prevention. All shift deployment is subject to final approval by Chief.

ARTICLE 25 GENERAL CONDITIONS

Section 25.1

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 25.2

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the

understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 25.3

This Agreement shall be effective July 1, 2004 through June 30, 2007.

Section 25.4

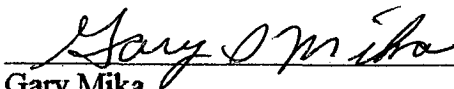
This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

Signed this 15 day of April, 2004.


CHAUFFEURS, TEAMSTERS, AND HELPERS
LOCAL UNION NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS



Gary Dunham
Secretary - Treasurer



Gary Mika
Business Representative



Charles E. Allaire

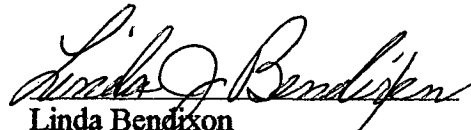


Alan Bailey

CITY OF HIAWATHA, IOWA



Tom Paterson
Mayor



Linda Bendixon
City Clerk

APPENDIX A – CLOTHING ALLOWANCE

The City shall provide all of the following items to all officers:

Uniform Badge	2 each	Pepper Spray	1 each
Collar Brass	1 pair	Pepper Spray Case	1 each
Name Plate	1 each	Medical Pouch	1 each
Serving Since	1 each	Flash Light Ring	1 each
Whistle Chain	1 each	PR-24 Ring	1 each
Ticket Book	1 each	Patches	as needed
Clip Board	1 each	Duty Manual	1 each
Business Cards	1 box	City Manual	1 each
Winter Shirts	3 each	Locker	1 each
Summer Shirts	3 each		
Trousers	3 each		
Winter Coat	1 each		
Light Jacket	1 each		
Rain Coat	1 each		
Pant Belt	1 each		
Duty Belt	1 each		
Hand Cuffs	2 each		
Hand Cuff Case	2 each		
Or 1 double Case			
Holster	1 each		
Duty Weapon	1 each		
Surefire Tactical Flashlight	1 each		
Surefire Belt Holder	1 each		
Weapons Magazines	2 each		
Magazine Case	1 each		
Key Keeper	1 each		
Keys	1 set		
Belt Keeper	4 each		
Winter Boots or Summer Shoes	1 pair		
Body Armor	1 each		
(replaced every 5 yrs)			
Riot Helmet	1 each		
Winter Gloves	1 pair		
Pat Down Gloves	1 pair		
Winter Cap	1 each		
Portable Radio	1 each		
Radio Mic	1 each		
Asp 26" Tactical Baton	1 each		
Asp Belt holder	1 each		